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10 **IN THE UNITED STATES DISTRICT COURT**  
11 **FOR THE DISTRICT OF ARIZONA**

12 Kashane Kirk, *et al.*,

13 Plaintiffs,

14 vs.

15 City of Phoenix, *et al.*,

16 Defendants.

Case No.: CV 23-00836-MTL (CDB)

**PROTECTIVE ORDER**

17  
18 Before the Court is the parties' Stipulation for Entry of Protective Order. The parties  
19 having stipulated that discovery in this matter will involve the disclosure of confidential  
20 information; the parties having agreed to the terms of the following protective order pursuant  
21 to Fed.R.Civ.P. 26(c); and the Court being otherwise fully advised in the premises:

22 IT IS HEREBY ORDERED **IT IS HEREBY ORDERED** that the production and use  
23 of documents and information produced in this matter shall proceed in accordance with the  
24 following terms:

25 1. Scope of Order. This Stipulated Protective Order shall be applicable to and  
26 govern: all depositions (including exhibits); documents produced in response to discovery  
requests, formal or otherwise, or related to initial disclosures; answers to interrogatories;

1 responses to requests for admissions; and all other discovery taken; as well as submissions to  
2 the Court; testimony given at trial, or during a hearing; all documents, received by any party,  
3 from a healthcare provider; and other materials or information produced in this matter (the  
4 “PRODUCED” information).

5 This Stipulated Protective Order also shall be applicable to certain privileged  
6 information, as discussed below.

7 2. “Confidential” Information. “CONFIDENTIAL” information is information  
8 that is: (a) confidential, sensitive, competitive, or potentially invasive of an individual’s  
9 privacy interests; (b) not generally known; and (c) not normally revealed to the public or third  
10 parties or, if disclosed to third parties, would require such third parties to maintain the  
11 information in confidence.

12 3. Marking of “CONFIDENTIAL” Information. The designation of information  
13 as CONFIDENTIAL will be made by placing or affixing on each page of the document or  
14 other material (in a manner that will not interfere with its legibility), the word  
15 “CONFIDENTIAL.” All records, received by any party, from a healthcare provider shall be  
16 treated as “CONFIDENTIAL” regardless of whether such records are affixed with a  
17 “CONFIDENTIAL” designation.

18 4. No Marking at Inspection. When files and records are produced for inspection,  
19 no marking need be made in advance of the inspection. For purposes of this initial inspection,  
20 all documents in any produced files shall be considered marked as “CONFIDENTIAL”  
21 information. Thereafter, upon selection of specified documents for copying by the inspecting  
22 party, the producing party shall mark the copies of such documents with the appropriate  
23 confidentiality marking at the time that the copies are produced to the inspecting party.

24 5. Deposition Testimony. A deposition transcript may be designated as containing  
25 “CONFIDENTIAL” information by so notifying the other parties on the record at the time of  
26 the testimony, or by notifying the other parties in writing within thirty (30) business days after  
the transcript has been officially transcribed of the specific pages and lines of the transcript

1 that contain such information. Such written notification shall specify the designation by page  
2 and line number. In the absence of any written notice concerning the specific portions of the  
3 transcript that a party believes contains “CONFIDENTIAL” information, the transcript of the  
4 deposition testimony shall be treated as designated on the record at the time of testimony, or  
5 if no designation was made, then the transcript of testimony shall not be treated as a  
6 “CONFIDENTIAL” document under the terms of this Stipulated Protective Order.

7 Unless otherwise agreed to by the parties in writing or on the record, an individual not  
8 qualified to receive “CONFIDENTIAL” information shall not be in attendance at the portion  
9 of the deposition during which “CONFIDENTIAL” information is being disclosed.

10 6. Effect of Designation. The designation of information as “CONFIDENTIAL”  
11 shall constitute a representation that the attorney believes that there is a valid basis for such  
12 designation. All rights are retained regarding the inadvertent failure of a party or other person  
13 to designate a document or other material as “CONFIDENTIAL” information. The parties  
14 reserve their respective rights to argue the impact of designating or failing to designate a  
15 document or other material as “CONFIDENTIAL” information at trial.

16 7. Limited Access to “CONFIDENTIAL” Information. Except for counsel to the  
17 parties to this litigation, counsels’ employees, employees of outside copy services used to  
18 make copies of “CONFIDENTIAL” information, couriers, court personnel, the jury, and court  
19 reporters, access to “CONFIDENTIAL” information shall be limited to:

20 a. Parties, and their officers, directors, or employees who are assisting in the  
21 preparation of, or making decisions with respect to, the conduct of this litigation;

22 b. Experts and consultants who are employed, retained or otherwise consulted by  
23 counsel of record for the parties for the purpose of analyzing data, conducting studies or  
24 providing opinions to assist in this litigation; and

25 c. Persons identified on the face of a document as authors or recipients, or persons  
26 called to testify as witnesses (either at a deposition, a hearing, or at trial) who are believed to  
possess information relating to the “CONFIDENTIAL” information that is deemed necessary

1 for the prosecution or defense of this litigation.

2 8. Access Requirements. Disclosure of “CONFIDENTIAL” information is  
3 prohibited except to the extent permitted by this Stipulated Protective Order. Any person  
4 given access to “CONFIDENTIAL” information is subject to this Stipulated Protective Order.  
5 Each such person shall be advised in advance that such “CONFIDENTIAL” information is  
6 being provided subject to the terms of this Stipulated Protective Order. Each person given  
7 access to “CONFIDENTIAL” information pursuant to paragraph 7b, above, must first agree  
8 to be subject to the provisions of the Stipulated Protective Order by signing a copy of the  
9 Acknowledgment of Stipulated Qualified Protective Order.

10 9. Filing and Use of CONFIDENTIAL Information in Court. The parties shall  
11 comply with Local Rules of Civil Procedure 5.6 when filling Confidential Information under  
12 seal. Confidential Information shall not be filed with the Court except when required in  
13 connection with matters pending before the Court. Said Confidential Information shall be kept  
14 under seal until further order of the Court; however, Confidential Information and other  
15 papers filed under seal shall be available to the Court, to counsel of record, and to all other  
16 persons entitled to receive the confidential information contained therein under the terms of  
17 this Order.

18 **Nothing in this order shall be construed as automatically permitting a party to**  
19 **file under seal. Before any party files any document under seal such party shall seek**  
20 **leave of Court and shall show “compelling reasons” (dispositive motion) or “good cause”**  
21 **(nondispositive motion) for filing under seal. See *Kamakana v. City and County of***  
22 ***Honolulu*, 447 F.3d 1172, 1179-80 (9th Cir. 2006). Additionally, such party seeking to**  
23 **file under seal shall, within the applicable deadline, file a redacted, unsealed version of**  
24 **any motion, response or reply if such party is waiting for a ruling from the Court on**  
25 **filing an unredacted, sealed version of the same document. Further, no portion of the**  
26 **trial of the matter shall be conducted under seal.**

1           10.   Use of Independently Obtained or the Party's Own Information. This Stipulated  
2 Protective Order shall not impose any restrictions on the use or disclosure by a party of  
3 information or material properly obtained or developed by such party independently of  
4 discovery in this matter, whether or not such information or material is also obtained through  
5 discovery in this matter.

6           Nothing in this Stipulated Protective Order shall impose any restrictions on the use or  
7 disclosure by a party of its own "PRODUCED" and/or "CONFIDENTIAL" information as  
8 that party deems appropriate.

9           11.   Inadvertent Failure to Designate. In the event that a party or other person  
10 inadvertently fails to designate a document or other material as "CONFIDENTIAL"  
11 information, the party to whom the document or other material was produced, upon written  
12 notice, will designate and treat such document or other material as "CONFIDENTIAL"  
13 information from that point forward. The receiving party's disclosures, prior to the receipt of  
14 notice from the producing party of a new designation, of "CONFIDENTIAL" information to  
15 unauthorized parties or individuals shall not be deemed a violation of this Stipulated  
16 Protective Order.

17           In addition, the inadvertent failure of a party or other person to designate a document  
18 or other material as "CONFIDENTIAL" information shall not constitute, be construed as, or  
19 have the effect of, a waiver of confidentiality.

20           12.   Re-Designation of Documents Produced by Non-Parties. If a non-party  
21 produces information without any confidentiality designation, a party has the right to change  
22 such designation to the extent the non-designated information at issue contains information  
23 that the party in good faith deems "CONFIDENTIAL" to that party. Any redesignation by a  
24 party will be given full effect of protection under this Stipulated Protective Order.

25           13.   Disclosure of "PRODUCED" and/or "CONFIDENTIAL" Information in Other  
26 Actions. In the event that any recipient of "PRODUCED" and/or "CONFIDENTIAL"  
information subject to this Stipulated Protective Order is (a) subpoenaed in another action or

1 (b) served with a demand in another action to which such individual is a party or a witness,  
2 seeking “PRODUCED” and/or “CONFIDENTIAL” information, that person shall object to  
3 its production setting forth the existence of this Stipulated Protective Order and shall give  
4 prompt written notice of such event to counsel of record for the producing party. The  
5 producing party shall assume responsibility for preserving and prosecuting any objection to  
6 the subpoena or demand. The person served shall be obligated to cooperate to the extent  
7 reasonably necessary to preserve the confidentiality of the protected matter until ruled upon  
8 by a court of competent jurisdiction. However, nothing in this Stipulated Protective Order  
9 should be construed as requiring the party served to challenge or appeal any order requiring  
10 disclosure of “PRODUCED” and/or “CONFIDENTIAL” information, or to subject itself to  
11 any penalties for noncompliance with any legal process or order, or to seek any relief from  
12 this Court.

13 14. Non-Waiver of Rights. The parties agree that the filing and entry of this  
14 Stipulated Protective Order shall not constitute a waiver of any rights under any applicable  
15 law and/or court rules, including, but not limited to, the rights to: (1) object to any discovery  
16 request and withhold information and/or materials on the ground of attorney/client privilege,  
17 work product or otherwise; (2) object to the introduction of any “PRODUCED” and/or  
18 “CONFIDENTIAL” information as evidenced at any hearing or trial in this matter; (3) seek  
19 other and further protections as to any “PRODUCED” and/or “CONFIDENTIAL”  
20 information that may be offered or admitted as evidence at any hearing or trial in this matter;  
21 or (4) file any other motions that may be permitted by any applicable law or court rule.  
22 Nothing in this Stipulated Protective Order shall constitute an admission or waiver of any  
23 objection, claim or defense by any party.

24 15. Modifications to Stipulated Protective Order. Any party may, on motion or  
25 other request to the Court, seek a modification of this Stipulated Protective Order. By its  
26 agreement to this Stipulated Protective Order, no party shall be deemed to have waived the  
right to seek subsequent modifications.

1           16. Binding Order. All parties to this litigation, regardless of when such party is  
2 named or appears, and all persons receiving “CONFIDENTIAL” information produced in this  
3 litigation, shall be bound by this Stipulated Protective Order.

4           17. Dispute Resolution. A party shall not be obligated to challenge the propriety of  
5 a confidentiality designation at the time made, and a failure to do so shall not preclude a  
6 subsequent challenge.

7           In the event of a dispute with respect to the terms of this Stipulated Protective Order,  
8 including, but not limited to, the designation of documents or other material as  
9 “CONFIDENTIAL” information, the attorneys for the parties shall first consult with each  
10 other and attempt to negotiate a resolution of the dispute. If the dispute is not resolved, the  
11 parties agree to submit the dispute to the Court by way of written motion (consistent with the  
12 Court’s discovery dispute resolution procedure), and to be bound by the Court’s resolution of  
13 the dispute, including any further protective order that the Court may enter. The producing  
14 party shall ultimately have the burden of establishing the need for classification as  
15 “CONFIDENTIAL.”

16           18. Survival of Litigation. This Stipulated Protective Order shall survive the  
17 termination of this litigation.

18           Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

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20           \_\_\_\_\_  
Judge of the District Court  
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26

**EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

Kashane Kirk, *et al.*,

Plaintiffs,

vs.

City of Phoenix, *et al.*,

Defendants.

Case No.: CV 23-00836-MTL (CDB)

**AGREEMENT TO BE BOUND BY  
STIPULATED PROTECTIVE  
ORDER**

I, \_\_\_\_\_, declare and say that:

1. I am employed as \_\_\_\_\_ by

\_\_\_\_\_.

2. I have read the Stipulated Protective Order (the “Order”) entered in  
\_\_\_\_\_ and have received a copy of the Order.

3. I promise that I will use any and all “Confidential” or “Confidential – For  
Counsel Only” information, as defined in the Order, given to me only in a manner authorized  
by the Order, and only to assist Counsel in the litigation of this matter.

4. I promise that I will not disclose or discuss such “Confidential” or “Confidential  
– For Counsel Only” information with anyone other than the persons described in paragraphs  
3, 8, and 9 of the Order.

5. I acknowledge that, by signing this agreement, I am subjecting myself to the  
jurisdiction of the District Court of Arizona with respect to the enforcement of the Order.

6. I understand that any disclosure or use of “Confidential” or “Confidential – For  
Counsel Only” information in any manner contrary to the provisions of the Protective Order  
may subject me to sanctions for contempt of court.



7. I will return all “Confidential” or “Confidential – For Counsel Only” Materials (as defined in the Order) to the attorney who provided it to me, upon request of that attorney, and I shall not retain any copies of said Materials or any information contained within “Confidential” or “Confidential – For Counsel Only” Materials.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

Signature \_\_\_\_\_

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Printed Name

1 **APPROVED AS TO FORM AND CONTENT:**

2 BROENING OBERG WOODS & WILSON, P.C.

3  
4 By: /s/ Jeremiah M/ Sullivan

5 Sarah L. Barnes

6 Jeremiah M. Sullivan

7 *Attorneys for Defendants*

8 MILLS + WOODS LAW, PLLC

9 By: /s/ Sean A. Woods (with permission)

10 Sean A. Woods

11 *Attorneys for Plaintiffs*